

CURTIS A. MADSON, JR.,)	AGBCA Nos. 2002-116-1
)	2002-117-1
Appellant)	
)	
Representing the Appellant:)	
)	
Curtis A. Madson, Jr.)	
1442 NW Quincy Avenue)	
Bend, Oregon 97701-1527)	
)	
Representing the Government:)	
)	
Michael E. Trow, Esquire)	
Office of the General Counsel)	
U. S. Department of Agriculture)	
1220 S.W. Third Avenue, Room 1734)	
Portland, Oregon 97204-2825)	

DECISION OF THE BOARD OF CONTRACT APPEALS

April 9, 2002

Before POLLACK, VERGILIO, and WESTBROOK, Administrative Judges.

Opinion for the Board by Administrative Judge VERGILIO.

On February 20, 2002, the Board received a notice of appeal filed by Curtis A. Madson, Jr., of Bend, Oregon (contractor), concerning a contract, No. 53-05GG-1-00147c, with the respondent, the U. S. Department of Agriculture, Forest Service (Government). The contract called for plot cruising to determine tree volume and tree quality on specified plots with the Entiat Ranger District of the Okanogan-Wenatchee National Forests in Washington. The contractor appealed the contracting officer's decision to terminate his right to proceed under the contract. The Board docketed the appeal as AGBCA No. 2002-116-1. The contractor also claimed entitlement to \$2,511, for plot cruising performed at double the contract price. The Government had not made payment at the contract price, so as to off-set its costs of completing the work. The Board docketed this dispute as AGBCA No. 2002-117-1.

The contractor asserts that the Board has jurisdiction over these disputes pursuant to the Contract Disputes Act of 1978, 41 U.S.C. ' ' 601-613, as amended. The Board held a telephone conference with the parties. The contractor was to ensure that its claim was perfected regarding the second dispute. The Government provided the appeal file and statement of its position in these disputes.

On April 4, 2002, the Board received from the parties a stipulation for settlement and dismissal. The document specifies that the matters in dispute have been settled, as follows. The parties deem the contract terminated by mutual agreement. The Government will pay the contractor \$1,255.50, no later than May 1, 2002. The contractor will seek a dismissal with prejudice of the appeals, as the parties relinquish any and all claims arising under or relating to the underlying contract. Each party is to bear its own costs and attorney fees.

DECISION

In accordance with the request of the parties, the Board dismisses with prejudice these appeals.

JOSEPH A. VERGILIO

Administrative Judge

Concurring:

HOWARD A. POLLACK

Administrative Judge

ANNE W. WESTBROOK

Administrative Judge

Issued at Washington, D.C.

April 9, 2002